

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF

1 | 48 PAGES

2. CONTRACT NO.

3. SOLICITATION NO.

RFP CPO 98-010

4. TYPE OF SOLICITATION

- SEALED BID (IFB)
- NEGOTIATED (RFP)

5. DATE ISSUED

5/15/98

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY

CODE _____
 NATIONAL SCIENCE FOUNDATION
 CPO - CONTRACTS BRANCH
 4201 WILSON BLVD., SUITE 475
 ARLINGTON, VA 22230

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offer or" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Suite 475 until 4:00 PM local time 6/18/98

(Hour) (Date)

10. FOR INFORMATION CALL :

A. NAME

PHILIP M. KING

B. TELEPHONE NO. (NO COLLECT CALLS)

AREA CODE 703

NUMBER 306-1246

EXT.

C. EMAIL ADDRESS

pking@nsf.gov

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OFFER be fully

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR	30 CALENDAR DAYS	CALENDAR DAYS
%	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of ments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	FACILITY	CODE	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD be completed by

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B-1 SCOPE OF CONTRACT**

Independently and not as an agent of the Government, the Contractor shall provide conference and meeting support services in accordance with Section C.

B-2 CONSIDERATION (INDEFINITE QUANTITY)

- (a) The current contract ceiling price of this contract is [*to be completed at time of award*]. If the Contractor is unable to complete any order or accumulation of orders without exceeding this maximum amount, the Contractor shall immediately notify the Contracting Officer giving a revised estimate for completion, and withhold performance pending reply. The potential value of this contract is \$12 million.
- (b) The Government guarantees that it will issue one or more orders which aggregate value is at least \$100,000. However, once this minimum amount has been attained, there will be no further obligation for the Government to issue additional orders. All orders placed will be applied to the guaranteed minimum.
- (c) All orders will be submitted on NSF Form 1181A, or other such form or document as may be approved by the Contracting Officer, and contain at least the following information:
 - (1) Date of Order;
 - (2) Contract number;
 - (3) Order number;
 - (4) Item numbers, descriptions, and total order estimated cost and fixed fee;
 - (5) Delivery and performance data;
 - (6) Contracting Officer's name and signature;
 - (7) Accounting and appropriation data; and
 - (8) Any other pertinent order information.
- (d) Orders may be issued only by the Contracting Officer.
- (e) Payment will be made upon completion and acceptance of each order by the Government in accordance with the clause of the contract entitled "Payments."

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**C-1 INTRODUCTION and BACKGROUND**

- (a) The National Science Foundation (NSF) is an independent Federal agency whose mission is to promote and advance scientific progress in the United States. The Foundation does this primarily by supporting scientific and engineering research and education activities. NSF does not conduct research, but receives and reviews proposals, and makes awards to academic and other institutions which actually conduct the research. To support these activities, NSF holds numerous conferences and meetings. In most cases, participants are brought to NSF to participate in panel meetings to review proposals. Meetings are also held to disseminate information about NSF and its activities, support collaboration among researchers and educators, and for other reasons.
- (b) The purpose of this contract is to provide comprehensive support for these panels, meetings and conferences. The Contractor shall provide qualified personnel, material, equipment and facilities as required in specific task orders. Such services will be performed at the Contractor's facilities, at NSF, and at meeting sites as appropriate.
- (c) NSF estimates that between fifteen and twenty-five meetings per year will be supported under this contract. Most meetings will involve between 30 and 100 participants, but some meetings may have as many as 2,000 participants. Meetings generally last two to five days. Often, the Contractor will be required to manage more than one conference at a time. However, NSF offers no guarantees as to the level of effort that will be required by any task order.
- (d) General types of contractual support for NSF meetings and conferences will include, but are not limited to, the following:
- hotel and vendor contract negotiations;
 - site selection and reservations;
 - on-site meeting support and registration services;
 - writing and editing of conference materials;
 - mailings and other communications with attendees;
 - on-site and post-meeting distribution of participant payments;
 - travel coordination;
 - exhibit coordination and management;
 - computer support and database creation and updating;
 - support for Fastlane, NSF's electronic proposal submission system; and
 - support at NSF for overall conference planning and management.

C-2 STATEMENT OF WORK

Independently and not as an agent of the Government, the Contractor shall furnish, when specified by task orders issued under this contract, all necessary services, personnel, materials, equipment and facilities not otherwise provided by the Government for performing the services described herein. The Contractor shall perform work only when so directed by the Government through the issuance of a Task Order under this contract. For each Task Order, the Contractor shall perform only those services that are specified therein. Each Task Order will identify a Technical Point-of-Contact (TPC), who will observe and report on the Contractor's performance to the Contracting Officer's Technical Representative and the Contracting Officer. The Contractor shall promptly inform the TPC of all matters pertaining to the performance of the task order. The TPC is authorized to grant approvals of items requiring the Government's approval only in those matters where such authority is specifically delegated to the TPC under Section C of this contract. However, the TPC will not be authorized to change or modify any of the terms and conditions of any task order.

C-2.1 SITE SELECTION AND RESERVATIONS

- (a) The Contractor shall make arrangements for securing appropriate facilities for meetings or conferences. Each Task Order will specify its requirements for meeting or conference space and facility type.
- (b) The Contractor shall solicit price quotes from a minimum of three sources of conference facilities suitable for the meeting or conference being planned. The Contractor shall only consider facilities that are in compliance with the Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) and the Americans with Disabilities Act of 1990 (P.L. 101-336). [The Hotel and Motel Fire Safety Act of 1990 National Master List may be found at the following WWW URL: <http://www.usfa.fema.gov/hotel/index.htm>] The Contractor shall negotiate to obtain the best prices, and to take advantage of special promotions and/or services offered by the facility for which it might qualify, provided that doing so would be in the best interests of the Government. The Contractor shall submit a summary of its negotiations with each facility together with its recommendation to the TPC, who will make the final selection.
- (c) Following receipt of approval from the TPC, the Contractor will make reservations and, where necessary, appropriate deposits. The Contractor shall provide the TPC with written confirmation of the details of the site arrangements.
- (d) The Contractor shall inform the TPC of any changes with conference facility arrangements. Because reservations for large meetings must often be done up to a year in advance, NSF may often award supplemental task orders for site identification and recommendation. Follow on task orders or amendments to existing task orders may be made for additional services, as necessary.

C-2.2 ON-SITE MEETING SUPPORT AND REGISTRATION SERVICES

- (a) The Contractor shall provide and distribute registration materials, including name tags, programs and schedules, agenda, and other meeting-related materials. These materials shall be organized in folders or binders.
- (b) The Contractor shall establish and operate a registration desk and/or message center during conferences and meetings, as specified in the Task Order.
- (c) The Contractor shall coordinate all services to be provided by third parties in support of the meeting.
- (d) The Contractor shall install and operate audiovisual equipment, photocopying, computer, audio and videotaping of meetings, telecommunications and other equipment and services. These may be provided through the conference facility, or from local vendors or other subcontractors, as appropriate.
- (e) The Contractor shall make arrangements for recording, transcribing, and/or summarizing meeting proceedings.
- (f) The Contractor shall make arrangements for food and/or beverages only when such arrangements are specifically included in the Task Order. In all other instances, the Contractor shall not participate in making arrangements for the provision of food and/or beverages at a meeting or conference. With regards to this clause, arrangements for food and/or beverages include (i) collecting or receiving funds for such from participants; (ii) ordering of food and/or beverages; (iii) pickup of food and/or beverages; (iv) serving of food and/or beverages; (v) paying for food and/or beverages; or (vi) supplying of food and/or beverages, including utensils, cups, plates, napkins, and the like.
- (g) When required, the Contractor shall receive payments from participants of registration fees, admission charges for special events, or other such payments. The Contractor shall maintain

records of payments indicating the name and organization of the person from whom payment is received, date and amount of payment, and purpose of payment. The Contractor shall give a receipt to each individual from whom it receives payment. The Contractor shall promptly remit all payments received to the appropriate parties indicated in the Task Order, and provide a detailed, written report with the information specified above to the TPC and COTR.

C-2.3 WRITING AND EDITING OF CONFERENCE MATERIALS

- (a) The Contractor shall write or edit various materials, including letters of invitation, agenda, briefing and background materials, and other materials.
- (b) The Contractor shall write or edit post-conference publications, materials, and correspondence upon approval by the TPC.
- (c) The Contractor shall submit all materials to the TPC for approval prior to mailing.

C-2.4 MAILINGS AND OTHER COMMUNICATIONS WITH ATTENDEES

- (a) The Contractor shall communicate with NSF staff and visitors, as appropriate. Email should be used whenever possible.
- (b) The Contractor shall provide participants with pre-conference materials, such as registration information, travel and hotel information, agenda materials, and background material. The Contractor shall confirm receipt by the attendees of advance materials prior to each meeting.
- (c) Unless otherwise specified, the Contractor shall use a mode of delivery that will allow participants to receive all conference materials no later than five (5) days prior to travel date.
- (d) The Contractor shall maintain contact with prospective attendees to ascertain actual plans for attendance and travel arrangements.
- (e) The Contractor shall prepare and distribute a schedule and instructions to the individuals (presenters) who will make presentations and/or reports at the meeting or conference. The Contractor shall coordinate and confirm receipt of these materials, review and edit meeting presentations and reports, and submit such materials to the TPC for approval. The Contractor shall communicate to the presenters either approval of the materials or the changes requested by the TPC, and the followup steps for gaining final approval.
- (f) When required, the Contractor shall set up dedicated phone lines, related equipment and personnel to handle the volume of expected calls and/or data entry.

C-2.5 DISTRIBUTION OF PARTICIPANT PAYMENTS

C-2.5.1 PAYMENT OF FLAT RATE FEE BY THE CONTRACTOR.

- (a) NSF Panelists, Advisory Committees and COV members receive a flat rate fee. As of March 15, 1998, this is \$130 for each travel day and \$260 for each meeting day (as prescribed in memorandum dated April 3, 1996).
- (b) The Contractor shall obtain a written list of participants and the days for which they are authorized for flat rate fees from the TPC. The Contractor will verify attendance of the participants by obtaining a signature on the list for each day. The Contractor shall forward copies of attendance sheets to the TPC at the conclusion of the conference or meeting.

- (c) The Contractor will make payments to the participants on the last day of the meeting.
- (d) The Contractor shall prepare and distribute IRS Form 1099 for flat rate reimbursements which total more than \$600 per calendar year.
- (e) The Contractor will not make any transportation reimbursements to participants (i.e. airfare, train, POV, etc.)

C-2.5.2 PAYMENT OF PER DIEM RATE EXPENSES

The Task Order may provide for payment of per diem by the Contractor to the participant.

- (a) The Contractor shall obtain a written list of participants entitled to per diem reimbursement from the TPC.
- (b) The Contractor shall ensure that travel vouchers conform to GSA and NSF policies. The Contractor shall collect appropriate documentation for expenses (i.e., receipts required for all lodgings, rental cars, and any other expenses of \$25.00 and over), signatures from each participant and prepare travel vouchers. If documentation is not received the Contractor will contact the participant within five days of the meeting to request the documentation.
- (c) The Contractor will provide the traveler with a blank travel expense report, which will be completed and signed, by the traveler. This report was used to prepare the travel voucher and the signature on the bottom of the expense report may be used in lieu of a signature on the voucher.
- (d) The Contractor will not make any transportation reimbursements to participants (i.e. airfare, train, POV, etc.).
- (e) The travel vouchers will be submitted to the TPC for approval and to obtain appropriate signatures (Division director level or above).
- (f) The Contractor will make payment to the participant within five working days of receipt of complete and accurate documentation. The Contractor will maintain the originals of the travel vouchers for a period of 6 years, nine months.

C-2.6 COMPUTER SUPPORT AND DATA BASE UPDATING

- (a) When required, the Contractor shall provide data entry services through remote access to NSF central data systems or locally using application software. The Contractor shall process data, and produce reports and/or data sets as required.
- (b) The Contractor shall provide participants with computer workstations, appropriate application software, supplies, and other equipment or materials necessary to support the meeting or conference. The Contractor shall setup all equipment and verify its operability in a timely manner so as to avoid disruption in the meeting or schedule. The Contractor shall remedy equipment malfunctions and provide assistance to participants, as needed. The Contractor shall maintain security of all equipment for the duration of the meeting or conference. The Contractor shall disassemble all equipment at the conclusion of the meeting or conference.

C-2.7 EXHIBIT COORDINATION

- (a) The Contractor shall identify and recommend exhibitors appropriate for the meeting or conference being supported. Upon approval of the TPC, the Contractor shall make all necessary arrangements for the participation of the exhibitor(s) in the conference.
- (b) The Contractor shall secure exhibit space with electrical outlets and telephone jacks; coordinate floor space and assignments; arrange security; and schedule setup and breakdown.
- (c) The Contractor shall rent or purchase as appropriate equipment and supplies.
- (d) When required, the Contractor shall design and produce exhibits appropriate for the conference being supported.
- (e) The Contractor shall store and maintain exhibit material for use during conferences. This will include shipping, uncrating, displaying, and dismantling exhibits.
- (f) The Contractor shall assist conference patrons by providing general and technical information and answering inquiries.
- (g) The Contractor shall handle all billing and logistical inquiries related to the conference.

C-2.8 TRAVEL SUPPORT

- (a) When participants require tickets for travel by common carrier (air, rail, or bus), the Contractor shall coordinate the travel arrangements with NSF's Travel Management Contractor (TMC). The Contractor shall not issue tickets for travel by common carrier nor reimburse any traveler for any ticket purchased for such travel.
- (b) The Contractor will serve as the key liaison between the traveler and the TMC. This includes communicating all pertinent information by all appropriate means (via e-mail, telephone, fax, written inquiries, or travel forms) with travelers and the TMC in order to effectively coordinate travel and lodging arrangements. The Contractor shall notify the TPC by e-mail or in writing of the status of travelers' acceptance, declines or non-response to invitations on a schedule determined in each Task Order.

C-2.9 SUPPORT FOR FASTLANE AND OTHER WEB-BASED SYSTEMS

NSF has developed an extensive WEB based proposal submission and review system. Over the next few years, this will become the primary method of submitting proposals to NSF.

- (a) The Contractor shall print and mail proposals to reviewers who are unable to access the proposals on-line.
- (b) The Contractor shall provide technical support to reviewers on how to access the system on-line
- (c) The Contractor shall prepare reports from the system on access and use.
- (d) The Contractor shall provide appropriate equipment and support for paperless review panels, whether on-site or off-site.

C-2.10 OVERALL CONFERENCE PLANNING AND MANAGEMENT SUPPORT

- (a) The Contractor shall provide personnel on-site at NSF to provide overall meeting support and planning for meetings.
- (b) The Contractor shall develop meeting planning guides and operation manuals.

SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE**E-1 SECTION E CLAUSES INCORPORATED BY REFERENCE**

Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.246-5	Inspection of Services - Cost-Reimbursement	APR 1984

E-2 EVALUATION AND ACCEPTANCE

Evaluation and acceptance of services delivered under this contract shall be performed by the Contracting Officer or other such person as may be designated elsewhere in this contract, or in writing by the Contracting Officer. Evaluation and acceptance will take place at 4201 Wilson Boulevard, Arlington, VA.

E-3 PERFORMANCE EVALUATION

- (a) In addition to the performance evaluations specified under FAR clause 52.246-5 and pursuant to FAR Subpart 42.15, the Government will conduct interim and final performance evaluations of the Contractor's performance under this contract.
- (b) Interim performance evaluations will be conducted within sixty (60) days of the anniversary date of the contract for each full year of performance. Interim performance evaluations may be conducted more frequently if deemed necessary and appropriate by the Contracting Officer. A final performance evaluation will be conducted within sixty (60) days of the final expiration date of the contract.
- (c) The Government will promptly provide a copy of each performance evaluation to the Contractor. The Contractor will have thirty (30) days to submit to the Contracting Officer comments, rebutting statements, or additional information it wishes to be considered. Any disagreement between the Government and the Contractor will be reviewed at a level above the Contracting Officer. The final conclusion on the performance evaluation is a decision of the Government.
- (d) Copies of each performance evaluation together with the Contractor's response and review comments will be retained in the contract file. This information will be marked as Source Selection Information and will be made available upon request to other Government personnel for such purpose for a period not exceeding three (3) years after completion of contract performance.
- (e) Performance evaluations will not be released to other than Government personnel (excluding the Contractor which performance is the subject of the evaluation) for the duration of the period in which such information may be used for Source Selection Information.

SECTION F - DELIVERIES OR PERFORMANCE

F-1 SECTION F CLAUSES INCORPORATED BY REFERENCE

Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order -- Alternate I (APR 1984)	AUG 1989

F-2 TERM OF CONTRACT

- (a) The term of this contract is [*to be completed at time of award*].
- (b) The Government may issue Task Orders against this contract commencing on the effective date of the contract through the expiration date. Each order placed prior to the expiration date shall remain in full force and effect until its completion and final acceptance by the Government, or until such Order has been terminated by the Contracting Officer in writing.
- (c) Should the Government exercise its rights to extend the term of the contract pursuant to FAR clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT, the term of the contract will be extended by twelve or more months for each option exercised; provided, that the total period of the base and option periods do not exceed sixty (60) months.

F-3 REPORTING REQUIREMENTS

F-3.1 VERBAL REPORTS AND LIAISON

The Contractor shall communicate on a regular basis with the Technical Point-of-Contact (TPC) for each Task Order issued under this contract, and shall meet with the TPC, when requested. The purpose of these contacts is to review progress to date on each task and to exchange views, ideas, and information concerning the methods and content of the work. The Contractor shall also meet with the COTR at least twice annually to discuss on-going work and issues.

F-3.2 MONTHLY TASK ORDER PROGRESS REPORT

- (a) The Contractor shall prepare and furnish three copies of monthly letter progress reports for each active task order. These reports shall show the status of all major events and activities identified in the Contractor's proposal and shall report the expenditure of funds by budget line item (including direct labor by position and hours expended) for both the period of the report and cumulatively for the entire contract period. Deviation from the expenditure level estimated in the proposal shall be shown. It shall also present in narrative form a summary of all work performed during the month, including technical status, accomplishments, problems encountered, future plans for the coming month, and any action required on the part of the Foundation or other Government agency.
- (b) The report shall be prepared on a monthly basis and submitted within 10 days after the reporting period. No report need be submitted for the month in which the final report is due. Reports shall be submitted in the specified number of copies to the following destinations:

<u>No. of Copies</u>	<u>Addressee</u>
1	NSF, Attn: Contracting Officer
1	NSF, Attn: [Task Order TPC name]
1	NSF, Attn: [COTR name]

F-3.3 TASK ORDER CLOSEOUT REPORT

- (a) The Contractor shall prepare and furnish three copies of a task order closeout report for each task order. These reports shall recount all major events and activities, accomplishments, problems encountered, suggestions or recommendations for improvements, and final budget and expenditure information.
- (b) The report shall be prepared and submitted within 15 days after the completion of the task order. Reports shall be submitted in the specified number of copies to the following destinations:

<u>No. of Copies</u>	<u>Addressee</u>
1	NSF, Attn: Contracting Officer
1	NSF, Attn: [Task Order TPC name]
1	NSF, Attn: [COTR name]

F-3.4 ANNUAL REPORT

- (c) The Contractor shall prepare and furnish two copies of an annual report which provides an overview of all task order activities performed during the reporting period. The report shall discuss the major issues regarding overall conference and meeting support, including contract administration and cost control, and major activities for the subsequent year. The report shall also include (i) statistics for number of conferences/meetings supported and number of participants; and (ii) listing of meeting sites, locations, and dates.
- (d) The report shall be prepared on an annual basis and submitted within 15 days after the reporting period. Reports shall be submitted in the specified number of copies to the following destinations:

<u>No. of Copies</u>	<u>Addressee</u>
1	NSF, Attn: Contracting Officer
1	NSF, Attn: [COTR name]

SECTION G - CONTRACT ADMINISTRATION DATA**G-1 INVOICE AND BILLING INFORMATION**

- (a) In order to initiate payment, the Contractor shall submit proper invoices for reimbursement in the manner and format described herein. One original and three copies are required. The following data must be included in an invoice for it to constitute a proper invoice:
- (1) name of Contractor and invoice date;
 - (2) contract number, or other authorization for delivery of property or services;
 - (3) description, price, fee (if applicable), and quantity of property and services actually delivered or rendered;
 - (4) shipping and payment terms;
 - (5) name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
 - (6) other substantiating documentation or information, such as copies of vendor invoices, receipts, and similar kinds of substantiating documentation.
- (b) The Contractor may use its own form, but all the above information must be on the invoice. However, it is preferred that vouchers be submitted on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal - Continuation Sheet." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801.
- (c) Upon completion of the required work, the Contractor shall submit a completion invoice in compliance with the clause entitled, "Allowable Cost and Payment" incorporated by reference under Section I of this contract. This completion invoice must be clearly marked as such and be submitted promptly upon completion of the work, but no later than one year from the completion date of this contract.
- (d) The Contractor shall submit the original completion invoice to the Contracting Officer for approval. All other invoices shall be submitted to the National Science Foundation, Division of Financial Management, Voucher Examination Section, Suite 575, 4201 Wilson Boulevard, Arlington, VA 22230.

G-2 PAYMENT INFORMATION

- (a) Payments of invoices and vouchers shall be subject to the withholding provisions of this contract.
- (b) Payments under the contract will be made either by check or by wire transfer through the Treasury Financial Communications System, at the option of the Government.
- (c) For payments by check, the Contractor shall furnish to the Contracting Officer within ten (10) days of award the full name (where practicable), title, telephone number, and complete mailing address of responsible official to whom check payments are to be sent.
- (d) For wire transfers, the following bank accounting information is required:
- (1) name of the receiving bank;
 - (2) city and state of the receiving bank; and
 - (3) American Bankers Association (ABA) nine-digit identifier of the receiving bank.

G-3 CONTRACTING OFFICER'S AUTHORITY

- (a) The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.
- (b) In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all postaward functions in administering and enforcing this contract in accordance with its terms and conditions.

G-4 COTR DESIGNATION AND AUTHORITY

- (a) The Contracting Officer has designated [name of COTR] as the Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.
- (c) The COTR may give technical direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COTR:
 - (1) must be consistent with the general scope of work set forth in this contract;
 - (2) may not constitute new assignment of work nor change be expressed terms, conditions or specifications of this contract; and
 - (3) shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule.
- (d) In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "Changes", the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:
 - (1) include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause; and
 - (2) include the Contractor's best estimate as to the revision of the current estimated cost, fee, performance time, delivery schedules or any other contractual provision that would result from implementing the COTR's technical direction.
- (e) If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted under that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.
- (f) In the event a determination is made that it is necessary to avoid a delay in performance of the

Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate, the written direction issued hereunder shall constitute the required Change direction.

- (g) Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the Clause of the General Provision entitled, "Disputes."

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H-1 NSF BUSINESS HOURS, HOLIDAYS AND LEAVE**

- (a) The normal business hours of the National Science Foundation (NSF) are 7:00am through 6:00pm EST, Monday through Friday excluding federal holidays and periods approved for general administrative leave.
- (b) Federal holidays observed by the NSF are New Year's Day, Martin Luther King Birthday, Inauguration Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day designated by federal statute, Executive Order, or Presidential Proclamation. When any such day falls on a Saturday, the preceding Friday is observed; or if any such day falls on a Sunday, the following Monday is observed.
- (c) Except as specified elsewhere in this contract, the Contractor shall perform any services required to be performed at NSF's site(s) during normal business hours.

H-2 INSURANCE LIABILITY TO THIRD PARTIES.

- (a)
 - (1) Except as provided in subparagraph (2) immediately following, or in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive a automobile (bodily injury and property damage) insurance and such other insurance as the Contracting Officer may require under this contract.
 - (2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to worker' compensation, the Contractor is qualified pursuant to statutory authority.
 - (3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.
- (c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall be reimbursed--
 - (1) For that portion of the reasonable cost of insurance allocable to this contract and required or approved under this clause; and
 - (2) For certain liabilities (and expenses incidental to such liabilities) to third parties not compensated by insurance otherwise. These liabilities must arise out of the negligence of the Contractor or of the approved in writing by the Government. These liabilities are for --
 - (i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor; or
 - (ii) Death or bodily injury.
- (d) The Government's liability under paragraph (c) of this clause is subject to the "Limitation of Funds" or

"Limitation of Cost" clause of this contract, whichever is applicable.

- (e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--
 - (1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Special provisions or elsewhere in the contract;
 - (2) For which the Contractor had failed to insure or to maintain insurance as required by the Contracting Officer; or
 - (3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision of direction of--
 - (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
 - (iii) A separate and complete major industrial operation in connection with the performance of his contract.
- (f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided that such cost is allowable under the Allowable Cost and Payment clause of this contract.
- (g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract and the risk of which is then uninsured or is insured for less than the amount claimed, the contract shall--
 - (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.
 - (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 - (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

H-3 LIABILITY INSURANCE

- (a) The Contractor warrants that insurance coverage (currently in force) exists in the following areas and in amounts not less than those specified below:

Type Insurance	Per Person	Property	Coverage Per Accident
(1) Comprehensive General Liability	\$500,000	\$500,000	\$1,500,000
(2) Automobile	\$500,000	\$500,000	\$1,000,000
(3) A supplemental umbrella policy for \$5,000,000.			

- (4) Workman's Compensation - As required by law at the job site.
- (b) The Comprehensive general and automobile liability policies shall contain a provision worded as follows:
- "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."
- (c) The Contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance evidencing the above coverage.
- (d) The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.
- (e) The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.

H-4 CLEARANCE AND CONSTRAINTS

Notwithstanding any other provision of this contract, at any point in the conduct of this project where NSF approval is required, NSF will endeavor to notify the Contractor within ten (10) working days of receipt of a contractor's request as to its approval or disapproval. Failure of NSF to respond within the ten working days shall NOT constitute approval.

H-5 LIMITED USE OF DATA AND INFORMATION

- (a) Performance of this contract may require the Contractor to access data and information proprietary to a Government agency or Government Contractor and/or such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the government and/or others.
- (b) Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract, until made public by the Government, except to authorized Government personnel or upon written approval of the NSF Contracting Officer. The Contractor shall not use, disclose or reproduce proprietary data which bears a restrictive legend, other than as required in the performance of this contract. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

H-6 TRANSITION

The Contractor may be replaced by a successor Contractor for the performance of requirements of a similar nature and scope as the requirements specified herein. The Contractor shall cooperate to effect an orderly and efficient transition to any such successor Contractor during a transition period to be specified by the Contracting Officer.

H-7 KEY PERSONNEL

The personnel listed below are considered essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the cognizant

Foundation program officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of such substitution upon the program. No diversion shall be made by the contractor without written consent of the Foundation.

Name

Position

[*to be completed at time of contract award*]

SECTION I - CONTRACT CLAUSES

I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I-2 NOTICE LISTING SECTION I CLAUSES INCORPORATED BY REFERENCE

Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting The Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records—Negotiation	AUG 1996
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-21	Requirements for Cost Or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost and Payment	APR 1998
52.216-8	Fixed Fee	MAR 1997
52.216-18	Ordering	OCT 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [date of contract execution] through [expiration date of the contract].

52.216-19 Order Limitations

OCT 1995

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of the ceiling value of the contract specified in Section B.2;
- (2) Any order for a combination of items in excess of the ceiling value of the contract specified in Section B.2; or
- (3) A series of orders from the same ordering office within any time period that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity

OCT 1995

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after fifteen (15) months after the expiration date of the contract.

52.217-9 Option to Extend The Term of The Contract

MAR 1989

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any

options under this clause, shall not exceed sixty (60) months.

52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	APR 1984
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of The Vietnam Era	APR 1998
52.222-41	Service Contract Act of 1965, As Amended	MAY 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 1989

Employee Class	Monetary Wage / Fringe Benefits
01117 General Clerk III	GS-3
01118 General Clerk IV	GS-4
01315 Secretary V	GS-8
01613 Word Processor III	GS-5
01533 Travel Clerk III	AS-7
03101 Computer Systems Analyst I	GS-9
13013 Exhibits Specialist III	GS-9

52.223-2	Clean Air and Water	APR 1984
52.223-6	Drug-Free Workplace	JAN 1997
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-14	Rights in Data – General	JUN 1987
52.232-20	Limitation of Cost	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.233-1	Disputes -- Alternate I (DEC 1991)	OCT 1995
52.233-3	Protest after Award -- Alternate I (JUN 1985)	AUG 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984

52.242-3 Penalties for Unallowable Costs OCT 1995

52.242-13 Bankruptcy JUL 1995

52.243-2 Changes - Cost-Reimbursement -- Alternate I (APR 1984) AUG 1987

52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) OCT 1997

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

[to be completed at the time of contract execution]

52.244-5 Competition in Subcontracting DEC 1996

52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) JAN 1986

52.246-25 Limitation of Liability – Services FEB 1997

52.247-1 Commercial Bill of Lading Notations APR 1984

"Transportation is for the National Science Foundation and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

"Transportation is for the National Science Foundation and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. [*to be completed at time of award*]. This may be confirmed by contacting the Contracting Officer of the office specified in block 5 of the cover page (SF26) of this contract."

52.247-63 Preference for U.S.-Flag Air Carriers JAN 1997

52.248-1 Value Engineering MAR 1989

"These data, furnished under the Value Engineering clause of contract [*to be completed at time of award*], shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

52.249-6 Termination (Cost-Reimbursement) SEP 1996

52.249-14 Excusable Delays APR 1984

52.253-1 Computer Generated Forms JAN 1991

I-3 SECTION I CLAUSES INCORPORATED IN FULL TEXT

52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the National Science Foundation the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the National Science Foundation shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the National Science Foundation.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the Disputes clause of said subcontract.
- (f) To notify the National Science Foundation Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No[*to be completed at time of award*] with the National Science Foundation to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The [*to be completed at time of award*], hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. [*to be completed at time of award*] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the National Science Foundation with complete authority to take any action on behalf of the Government under the terms and conditions of this contract.

- (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the National Science Foundation.
- (4) That it will notify the National Science Foundation Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the National Science Foundation.

(End of clause)

52.219-17 SECTION 8(A) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the National Science Foundation the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the National Science Foundation Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
 - (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the National Science Foundation.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JAN 1997)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) SIC code 8741 – Conference Management Service is specifically included in the Offeror's approved business plan;
 - (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The [*to be completed at time of award*] will notify the National Science Foundation Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(APR 1998)

(a) *Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.

4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)
(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

J-1 LISTING OF ATTACHMENTS

These documents are attached in the following Sections and are made a part of this solicitation:

<u>Number</u>	<u>Document</u>	<u>Pages</u>	<u>Section</u>
1	Contract Cost Proposal Matrix	1	L
2	Certificate of Current Cost or Pricing Data	1	L
3	Sample Client Authorization Letter	1	L
4	Contractor Performance Evaluation Rating Guidelines	2	L
5	Sample Transmittal Letter and Past Performance Evaluation Worksheet	2	L

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K-1 SECTION K SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Federal Acquisition Regulation (48 CFR Chapter 1) Provisions

<u>Provision</u>	<u>Title</u>	<u>Date</u>
52.204-5	Women-Owned Business	OCT 1995
52.222-21	Certification of Nonsegregated Facilities	APR 1984

K-2 SECTION K SOLICITATION PROVISIONS INCORPORATED IN FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state or local government;
- Other. State basis. _____

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity;
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals:

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

- (ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners;

and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that—

- (a) It operates as an individual, a partnership, a nonprofit organization, a joint venture; or a corporation incorporated under the laws of the State of _____,
- (b) If the offeror or respondent is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ (country).

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8741 – Conference Management Service.
- (2) The small business size standard is average annual receipts not exceed \$5.0 million for the past three fiscal years, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenue.
- (3) The small business size standard for a concern which submits an offer in its own name, other

than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the ventures earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that -

- (a) It has, has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It has, has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

- (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is , is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the

EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

K-3 AUTHORIZED NEGOTIATORS

The offeror or respondent represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

(list names, titles, and telephone numbers of the authorized negotiators).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of provision)

L-2 SECTION L SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Federal Acquisition Regulation (48 CFR Chapter 1) Provisions

<u>Provision</u>	<u>Title</u>	<u>Date</u>
52.215-1	Instructions to Offerors - Competitive Acquisition -- Alternate I (OCT 1997)	OCT 1997
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	APR 1984

L-3 SECTION L SOLICITATION PROVISIONS INCORPORATED IN FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.

- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery, indefinite quantity contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. William C. Bruning
Chief, Contracts Branch
Division of Contracts, Policy, and Oversight
National Science Foundation
4201 Wilson Boulevard, Suite 475
Arlington, VA 22230

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-4 NOTICE TO OFFERORS

This solicitation is issued by the Contracts Branch, Division of Contracts, Policy, and Oversight of the National Science Foundation, which is the only point of contact for this procurement.

L-5 INQUIRIES

Inquiries concerning any areas which, in the offeror's opinion, require clarification or correction, must be submitted in writing to the issuing office within ten (10) days of the issuance date of this solicitation. Address correspondence to Mr. Philip M. King, Re: RFP CPO 98-010. Answers to questions of a substantive nature will be provided to all offerors within approximately ten (10) days.

L-6 PAYMENT OF BID/PROPOSAL COSTS

This solicitation does not commit the Government to pay any cost incurred in the submission of the offer/quotation or in making necessary studies or designs for the preparation thereof, nor to contract for services or supplies. Further, no cost may be incurred in anticipation of a contract with the exception that any such costs incurred at the offeror's risk may later be charged to any contract to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by

the Contracting Officer.

L-7 DISPOSAL OF UNSUCCESSFUL PROPOSALS

After award of contract, one copy of each unsuccessful proposal will be retained in the official contract files and all other copies will be destroyed.

L-8 COMMITMENT OF GOVERNMENT TO AWARD A CONTRACT

This solicitation does not commit the Government to award a contract. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

L-9 PROPOSAL ACCURACY

Proposals must set forth full accurate and complete information as required by this solicitation and its attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L-10 SECURITY SCREENING OF PROPOSALS

- (a) Proposals must be received at the office designated for receipt of proposals not later than the closing date and time specified in Item 9 of Standard Form 33.
- (b) The Government's security procedures require that all packages be screened

L-11 PROPOSAL PREPARATION INSTRUCTIONS

L-11.1 GENERAL INFORMATION

- (a) The proposal must consist of the following PHYSICALLY separate volumes:
 - (1) Volume I – Technical Proposal Volume (1 original & 8 copies)
 - (2) Volume II – Business Proposal Volume (1 original & 8 copies)
 - (3) Volume III – Past Performance Proposal Volume (1 original & 8 copies)
- (b) Please note that business proposals must be submitted as a separate document from technical proposals to allow independent evaluation of the technical and business factors. No price or cost information is to be included in the technical proposal or in any letter of transmittal, but shall not prevent the Contracting Officer from providing the Business Proposal to those scoring the technical evaluations as the Contracting Officer deems appropriate. Any exceptions (including deviations and conditional assumptions) taken with respect to this solicitation should be adequately explained. Such exceptions will not, of themselves, automatically cause a proposal to be termed nonresponsive. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as nonresponsive. Highlight exceptions in the margin of the proposal where they appear in the text.
- (c) Information in your proposal must be furnished entirely in compliance with instructions and be complete within itself. No information or material may be incorporated in the proposal by reference.
- (d) The following instructions are provided to assist the Offeror in understanding the information needed to make an objective selection of the Contractor for this proposed procurement. Since this

information constitutes the major basis for formal judgment, it will be advantageous to the Offeror to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the Offeror's detailed intentions and reasoning process. Responses should follow the Statement of Work to the extent practicable.

L-11.2 TECHNICAL PROPOSAL VOLUME

- (a) Offerors should note that technical proposals which merely offer to conduct a program in accordance with the requirements of the solicitation will be considered unacceptable and will not be considered further.
- (b) To ensure that a proposal is evaluated completely and given the full consideration to which it is entitled, it must be submitted in the format described below:
 - (1) Table of Contents: Should completely outline the proposal so as to serve as a quick guide to its contents, including all charts, tables, attachments, and other exhibits submitted.
 - (2) Summary: Should contain a brief synopsis, not to exceed four pages, of the proposal's salient feature and a statement of work not exceeding three pages.
 - (3) Introduction: Offeror must be able to provide descriptions for at least five major meetings or conferences planned in the past 18 months. Descriptions should include meeting/event name, dates, duration, type, number of participants, award cost, final completion cost, unique or special services provided, agency person (task monitor) with telephone number, and a detailed description of all tasks performed along with the staffing plan
 - (4) Management Plan: Offeror must provide a description of the overall corporate management plan along with a description of the management plan proposed for this effort. Offeror should include a corporate organization chart and a proposed organizational chart for this effort. An explanation of how this effort will be managed, supervised controls, as well as how staff performance will be measured shall be provided. Offeror shall describe any sound techniques and procedures currently employed to ensure that a consistent level of high quality services and products are delivered to the client must be provided. The offeror should explain its meeting planning philosophy and cite examples of procedures used to ensure delivery of high quality services and professional, service-oriented performance.
 - (5) Work Plan: The offeror should set forth in detail a clear description of work plan and products of the overall plan of work, identifying and scheduling all major events and activities, indicating their inter-relationships, and showing the proposed utilization of resources and personnel. The plan should include the proposed level of effort, a reasonable scheduling of all major activities and products; and likelihood of delivering quality products on time, as described in the work statement. Any travel program proposed as part of the work effort should be detailed without costs in this section to permit technical evaluation of the offeror's understanding of the project.
 - (6) Methodology: The offeror should describe fully the methods and procedures to be implemented in pursuit of the project objectives; and how achievement of those objectives will be evaluated. The offeror shall propose its approach to the project's objectives and the project requirements. Offeror must be able to demonstrate methods currently employed to maximize and realize cost savings to the Federal Government. Specific examples shall be cited.
 - (7) Staffing Plan: The offeror shall propose a staffing plan that demonstrate the offeror's ability to provide the full range of meeting planning and technical support services required for this effort. The staffing plan should include the identity, qualifications, and roles of any subcontractor or consultant proposed as part of the offeror's team, and identify at least three team members who will be designated as "Key Personnel" under the contract. For each member of the project team,

the offeror shall provide a position title (including Service Contract Act occupation category, if applicable) and a clear, concise description of his or her functions and duties.

- (8) Personnel Experience and Qualifications: Staff shall be experienced in planning simple to complex meetings of varied types (domestic and international) for the government and shall possess a thorough working knowledge of Federal Travel Regulations (41 CFR Chapters 300 – 304) and be able to manage multiple tasks simultaneously. The amount of time expected to be devoted to this effort by each staff member (using Attachment 1 as a guide) shall be specified and a statement ensuring that they are not committed beyond 100 percent of labor time on government or other contracts and work shall be provided. The offeror shall submit resumes indicating the qualification of the project director and technical team to be employed on this project, including consultants and subcontractor personnel. The resumes shall include specific information on each individual's education, past relatable experience, training, overall background and name and telephone number of appropriate references. For each person, specify if the individual is presently employed by the offeror or will be hired at the time of contract award. If consultants are proposed, indicate the degree of commitment and provide resumes which identify pertinent background experience and education.
- (8) Corporate (Organizational) Experience, Capability and Facilities: The offeror shall list and briefly summarize any previous or ongoing projects of the offeror's organization or of subcontractors or consultants that are similar or related to this one in content or methodology. If you propose to use subcontractors (or teaming arrangements) to occupy a major role, the same information would be required of the proposed subcontractor. Offeror must provide descriptions of at least five major meetings/conferences which it planned and coordinated in the past 18 months. Descriptions should include meeting/event name, dates, duration, type, number of participants, award cost, final completion cost, unique or special services provided, agency person (task monitor) with telephone number, and a detailed description of all tasks performed along with the staffing plan.
- (9) Proprietary Software. If the offeror proposes the use of any proprietary software in performance of this effort, the offeror should specifically identify each item of said proprietary software.

(c) The technical proposal volume shall not exceed 40 pages in length, including attachments.

L-11.3 BUSINESS PROPOSAL VOLUME

- (a) Offerors are advised that the Government anticipates award of an indefinite delivery, indefinite quantity contract, under which the Government may issue cost-plus-fixed fee task orders resulting from this solicitation. Offerors are requested to prepare their proposals accordingly.
- (b) Business Proposals shall contain the following:
- (1) Executed SF33 and Section K
 - (2) Cost/price proposal
 - (3) Completed Certificate of Current Cost or Pricing Data (see Attachment 2)
 - (4) Other information
- (c) Block 12 through 18 of the SF 33 (Page 1 of this RFP) must be filled in as appropriate and returned with a properly completed Section K. The balance of the solicitation need not be returned. Please note that the business proposals must be submitted as a separate document from the technical proposal to allow independent evaluations of the business and technical factors. No cost information is to be included in the technical proposal or letter of transmittal.
- (d) The next section of the cost/price proposal must contain the following information.

- (1) The offeror shall complete a detailed cost proposal following the instructions set forth in Table 15-2 (see FAR provision 52.215-20 under Section L-3). The attached Contract Cost Proposal Matrix (Attachment 1) provides information, based on actual requirements performed under the predecessor contract, which may be used as a guide in preparing the cost proposal. In order to provide a basis for comparing cost proposals, offerors shall refer to the Contract Cost Proposal Matrix and use the stated *direct labor level of effort* and the amounts stated for *per diem payments*, *fixed rate fee payments*, and *other direct costs* in their cost proposals. For direct labor, provide salary rates for each team member proposed and the appropriate Service Contract Act occupation classification, where applicable.
 - (2) Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost/price proposal instructions and requirements. Any deviations, exceptions, etc., must be supported by sufficient amplification and justification to permit evaluation.
 - (3) Proprietary Software. If the offeror proposes the use of any proprietary software in performance of this effort, the offeror should specifically identify each item of said proprietary software and provide a cross-reference to its location in the technical proposal.
 - (4) Level of Effort (for proposal preparation purposes only). The Government realizes that there could be a wide divergence in the costs proposed by various offerors due primarily to the depth and extent of effort each offeror proposes. Offerors thereby run the risk of submitting a proposal which, while attractive from a cost point of view, is insufficient from a performance standpoint, or conversely, could be attractive from a performance standpoint but unattractive due to its costs. The Foundation estimates that a professional level of effort of approximately 5.7 person-years per year be used as a guide. These guidelines are advisory only and are not intended to restrict what the offeror believes to be a meritorious technical proposal. For purposes of preparing the cost proposal, use the level of effort indicated in the Contract Cost Proposal Matrix.
 - (5) Participant Payments and Indirect Costs. Pursuant to Section C-2.5, the offeror can expect to make certain payments to participants at conferences and meetings. The offeror shall explain how such payments are treated with respect to the application of indirect costs (i.e., included in the base or not). The offeror shall also state whether such payments are typical in the offeror's other work, and provide supporting information as appropriate. The offeror should include copies of its most recent indirect cost agreements negotiated with its cognizant federal government agency, if available.
 - (6) Receipt of Payments from Participants. Pursuant to Section C-2.5, the offeror can also expect to receive payments from participants for special events or services provided by third party vendors (e.g., event tickets, charter transportation, accommodations). The offeror would aggregate such payments in order to make consolidated payments to third party vendors so as to facilitate efficiency and control. The offeror shall explain how such payments are treated with respect to the application of indirect costs (i.e., included in the base or not). The offeror shall also state whether such payments are typical in the offeror's other work, and provide supporting information as appropriate. The offeror should include copies of its most recent indirect cost agreements negotiated with its cognizant federal government agency, if available.
- (e) The last section of the Business Proposal Volume must contain the following information for Government analysis of the "Other Factors" proposal.
- (1) Information on financial condition, capability and background of the organization. Enclose a copy of the organization's annual financial statements (e.g. Balance Sheet, Profit and Loss Statement and Annual Reports), for the last three (3) consecutive years of operation and other documentation to clearly explain its current financial strength and resource capability, and current credit rating.
 - (2) Discussion of the roles and functions of proposed subcontractor(s) as they relate to the total efforts, amount and level of responsibility and organizational structure.

- (3) A brief history of the prime organization, identify and discuss the background of the specific division which will have the responsibility to perform this contract.
- (4) Discussion of the priority placed by the offeror's organization on the work being proposed and the importance of such work to the organization. Discuss commitments the organization has or anticipates that might conflict with performance of this requirement. Consideration shall also be given to the commitments of the proposed subcontractor(s), if applicable.
- (5) Discussion of the importance of the proposed procurement in relation to other work to be performed during the same period of time.
- (6) Statement of whether all Contractor systems such as accounting, purchasing and estimating, which require governmental approval, are currently approved by a cognizant government agency without condition. If not, explain any existing conditional approvals and the status of any for which approval is currently withheld. Describe any management procedures or systems developed expressly for this proposed contract.
- (7) Statement of compliance with and acceptance of the requirements of this solicitation. The offeror shall provide the required information set forth in the solicitation package to include those specific items identified for response in the RFP. The Government's analysis of the "Other Factors" proposal will include its review and evaluation of submittals under this section. The offeror shall prepare a statement of acceptance of the proposed contract instrument, inclusive of the Statement of Work and the Schedule and Contract Clauses.
- (8) Statement of any exception to or conditional acceptance of the provisions set forth in the proposed contract instrument must be explained in detail, with sufficient amplification and justification to merit further consideration.

L-11.4 PAST PERFORMANCE VOLUME

The section of the proposal pertaining to experience and past performance must contain the following information on related contracts over \$500,000 on prime Contractor efforts and \$500,000 on subcontractor efforts.

- (a) Performance history. A discussion of the offeror's experience and past performance in performing requirements similar in nature and scope which would especially qualify the offeror to perform the work described in this solicitation. The offeror shall list agencies or firms for which it has performed tasks similar in nature to the proposed requirement over the past three years.
- (b) Cost management history. A discussion of the offeror's cost effectiveness with regard to management of Government and non-Government contracts and grants over the last three years. Additionally, the offeror shall describe and explain the reasons for any cost overruns or underruns resulting from performance on these or other procurements.
- (c) Termination history. A discussion of the offeror's experience with contract or grant termination actions over the last three years. The offeror shall identify and explain any contract or grant termination for default or convenience of the Government and the reasons why such action was taken.
- (d) In responding to the information requested in paragraphs (a) through (c) above, each offeror shall provide, at a minimum, the following data:
 - (1) the agency, firm or organization for which the work was done;

- (2) a detailed description of the work or services furnished and its similarity to the services covered by this solicitation;
 - (3) the identities and description of duties of proposed team members who performed on the contract or grant;
 - (4) the period of performance and dollar value of the effort;
 - (5) the contract type (e.g. fixed price, or cost reimbursable) and the identification number assigned to it; and
 - (6) the name and telephone number of the responsible contracting officer and technical contact who can provide reference information on each procurement.
- (e) If no past performance information is available, submit an explanation and any past performance information, for all key personnel, related to the requirements of this solicitation. Include information for each contract as specified above.
- (f) The offeror may provide information on problems, if any, which were encountered during the performance period, corrective actions taken, and the results of those actions. Offerors should not provide general information on their performance on the identified contracts; general performance information will be obtained from references.
- (g) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service. This may include government quality awards or private sector awards or certifications. If awards or certifications were bestowed more than three years ago, present evidence that such qualifications still apply.
- (h) Each offeror will be evaluated on performance under existing and prior contracts for similar products or services. Performance information will be used as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.
- (i) Offerors are required to submit past performance information prior to submission of other sections of the proposal to assist the government in reducing the evaluation period. Clearly state the Request for Proposal number and project title on the past performance submission which must be received by NSF not later than **4:00pm, EDT, Friday, June 5, 1998**.
- (j) The Government reserves the right to verify past performance information on the identified contracts and to obtain past performance information from sources other than those provided in response to this solicitation (see Attachments 4 and 5).

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause</u>	<u>Title</u>	<u>Date</u>
52.217-5	Evaluation of Options	JUL 1990

M-2 BASIS FOR AWARD

The Government will select the offer which provides the greatest value to the Government, cost/price and other factors considered. Technical factors are the primary basis for award; however, cost/price could become the determinative selection factor if the cost/price premium involved in awarding to a higher rated, higher priced offeror is not justified given the acceptable level of technical competence available at the lower cost/price. Section L contains narrative on technical and cost/price proposal preparation. The Government intends to make award after discussions with offerors within the competitive range.

M-3 EVALUATION OF PROPOSALS

- (a) Proposals received in response to this solicitation will be reviewed and evaluated by an evaluation panel using a tradeoff process, as described in FAR 15.101-1. The technical evaluation will be conducted for the purpose of determining the relative merits of the proposals in accordance with the weighted technical evaluation criteria established by the Government prior to receipt of proposals. This evaluation will result in a numerical score for each proposal.
- (b) Cost/Price factors of proposals will be evaluated to assess their realism and probable cost to the Government. The results of the evaluation of cost/price factors will be used to aid in determining the extent of the offeror's understanding of the Government's requirement. If total or cost element ceilings are specified in this solicitation, the evaluation will also assess the maximum probable cost based on the ceilings. Price and cost analysis, as appropriate, will be performed on all price/cost data provided by the offeror. Cost/price factors will not be weighted nor scored. A total cost/price for evaluation purposes will be the amount proposed for the maximum five year period (see FAR clause 52.217-9 Option to Extend the Term of the Contract), and will be used for the purpose of cost and price analysis.
- (c) Past performance factors will be evaluated as an aid in determining an offeror's likely success in fulfilling the Government's requirement based upon its prior experience with projects of a similar nature and scope. These factors will be reviewed as they relate to the offeror and any proposed subcontractor(s) who will perform a major role will be evaluated. Past performance factors will be rated and considered in the final decision on each proposal.
- (d) Other Factors include any information that is reasonable and appropriate for consideration by the Government in assessing the relative merits of an offer and in making a decision pertaining to an offer. Other factors comprise of information from the offeror's proposal and other information obtained from Government and other sources which may have a direct bearing on the final award decision. Other factors will not be weighted nor scored, but are an important consideration of the Source Selection Official in making a final selection.
- (e) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

M-4 TECHNICAL EVALUATION FACTORS

Proposals received in response to this solicitation will be reviewed and evaluated by a technical proposal evaluation committee. The technical evaluation will be conducted for the purpose of determining the relative merits of the proposals in accordance with the technical evaluation factors established by the Government prior to the receipt of proposals. The technical evaluation factors that will be considered and numerically weighted and scored are identified as follows in descending order of importance. The Factor 1 is significantly more important than Factors 2 and 3. Factor 2 is somewhat more important than Factor 3.

- FACTOR 1
Corporate Experience in Meeting Planning & Logistics Coordination – The degree in which the offeror's prior organizational experience in performing similar requirements demonstrate its ability to perform the current requirement successfully.
- FACTOR 2
Personnel Experience and Qualifications – The degree in which the experience, training and skills of the offeror's individual team members, and the team as a whole demonstrate the offeror's ability to perform the current requirement successfully.
- FACTOR 3
Methods of Quality Control and Management Plan – The degree in which the offeror's understanding of the Government's requirement and the methods, techniques, and procedures it proposes for management and quality control demonstrate the offeror's ability to perform the current requirement successfully.

M-5 PAST PERFORMANCE FACTORS

(a) Elements which will be evaluated as part of past performance include:

- (1) Quality of Product or Service (may be defined as compliance with contract requirements, accuracy of reports, technical excellence; also includes satisfaction of end users with contractor's service or effective Contractor recommended solutions).
- (2) Cost Control (may be defined as performing within original approved budget without the need for additional funds [except for augmentation of the statement of work]; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies).
- (3) Timeliness of Performance (may be defined as meeting interim milestones, reliable, responsive to technical direction, completed on time).
- (4) Business Relations (may be defined as effective contract administration).

(b) Information utilized will be obtained from the references listed in the proposal or other sources known to the government. Information will also be considered regarding any significant subcontractors and key personnel records.

(c) Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Evaluation of past performance may be subjective when considering all relevant facts and circumstances. The basis for conclusions of judgment will be documented.

(d) If discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Recent contracts will

be examined to ensure corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

- (e) If an offeror, or the proposed key personnel for the offeror, do not have a past performance history relating to this solicitation, the offeror shall not be evaluated favorably or unfavorably on this factor.

ATTACHMENT 1

CONTRACT COST PROPOSAL MATRIX

The matrix below is representative of the requirements performed under the predecessor contract during a one year period.

COST ELEMENT	HOURS	AMOUNT
Direct Labor:		
Project Manager	1,316	
Senior Technical Advisor	810	
Senior Conference Planner	3,349	
Conference Coordinators	1,092	
Conference Assistants	2,180	
Administrative Assistant	364	
Computer Technician	242	
Writer/Editor	359	
Graphics Designer	482	
Word Processor	770	
Per Diem Payments		\$1,106,139
Fixed Rate Payments		\$539,172
Participant Fees and Payments		\$50,000
Other Direct Costs		\$1,000,000

The above data was compiled from 17 task orders which were issued under the predecessor contract during a one-year period (Contract No. DAS-9616122 with Mayatech Corporation of Silver Spring, MD). There were approximately 2,613 participants at the conferences and meetings covered by these task orders. This data is representative of the Government's annual aggregate requirements.

Offerors are expected to use the figures given above to develop a composite five-year cost proposal together with separate budgets for each year.

ATTACHMENT 2

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)

ATTACHMENT 3

SAMPLE

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the National Science Foundation's Request for Proposal number _____ for the procurement of _____. The Foundation has placed an increased emphasis in their procurements on past performance as a source selection factor. They require that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ and Mr./Ms. _____ of your organization as the points of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

ATTACHMENT 4

**CONTRACTOR PERFORMANCE EVALUATION
RATING GUIDELINES**

On the Contractor *Performance Report* summarize Contractor performance in each of the rating areas using the rating scale provided below. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), or 4 (Excellent); add written comments for each rating when applicable. Use the following instruction as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessment made (i.e., for payment of fee purposes).

Area - Quality of Service

Elements

- Compliance with contract requirements
- Accuracy of reports
- Appropriateness of personnel
- Technical Excellence

Area - Cost Control

Elements

- Within budget (over/under target costs)
- Current, accurate, and complete billings
- Relationship of negotiated costs to actual
- Cost efficiencies
- Change orders issue

Area - Timeliness of Performance

Elements

- Met interim milestones
- Reliable
- Responsive to technical direction
- Completed on time, including wrap-up, contract administration and close out
- No liquidated damages assessed

Area - Business Relations

Elements

- Effective management
- Business like correspondence
- Responsive to contract requirements
- Prompt notification of problems
- Reasonable/cooperative
- Flexible
- Pro-active
- Effective Contractor recommended solutions

Area - Quality of Service.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Nonconformances are compromising the achievement of contract requirements.
1	Poor	Nonconformances require major agency resources to ensure achievement of contract requirements.
2	Fair	Quality meets specifications in most cases, however, some agency resources are required to ensure achievement of contract requirements.
3	Good	Quality meets specifications in all cases.
4	Excellent	Quality exceeds specifications in some areas.

ATTACHMENT 4

Area - Cost Control.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Cost increases are compromising performance of contract requirements.
1	Poor	Significant cost increases require agency resources to ensure achievement of contract requirements.
2	Fair	Minor cost increases require some agency resources to ensure achievement of contract requirements.
3	Good	Contractor performed within costs.
4	Excellent	Costs were less than amount cited in the contract.

Area - Timeliness of Performance.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Delays are compromising the achievement of contract requirements.
1	Poor	Significant delays require major agency resources to ensure achievement of contract requirements.
2	Fair	Delays require minor agency resources to ensure achievement of contract requirements.
3	Good	All deliverables are on time.
4	Excellent	All deliverables are on time with some ahead of schedule.

Area - Business Relations.

SCORE	RATING	EXPLANATION
0	Unsatisfactory	Response to inquiries, technical/service/administrative issues is not effective or responsive.
1	Poor	Response to inquiries, technical/services/administrative issues is marginally effective or responsive.
2	Fair	Response to inquiries, technical/services/administrative issues is somewhat effective or responsive.
3	Good	Response to inquiries, technical/services/administrative issues is effective and responsive.
4	Excellent	Response to inquiries, technical/services/administrative issues is not only effective and responsive, but the Contractor is pro-active.

ATTACHMENT 5

**SAMPLE TRANSMITTAL LETTER
AND PAST PERFORMANCE EVALUATION WORKSHEET**

NATIONAL SCIENCE FOUNDATION
4201 Wilson Boulevard
Arlington, VA 22230

Division of Contracts, Policy, and Oversight Contracts Branch, Suite 475
tel: (703) 306-1246 fax: (703) 306-0280

June x, 1998

[*Company*]
[*Contact*]
[*Street*]
[*City, State, Zip*]

Re: RFP CPO 98-010 Conference and Meeting Support Services

Dear [*contact*]:

Your current or former client, [*name of offeror*], is submitting an offer to provide services to the National Science Foundation under SIC code 8741, Conference Management Services. As part of the evaluation process, the Government intends to review and score a prospective contractor's past performance.

Please assist us with this effort by completing the enclosed survey for each contract or task order performed for you within the last three years. You may fax your completed survey to me at (703) 306-0280. We hope to have your response by [*date*] so that we might complete our evaluation in a timely manner. If you have questions, please call me at (703) 306-1246.

Thank you for any assistance you are able to give us.

Sincerely,

Philip M. King
Contract Specialist

Enclosure

ATTACHMENT 5

PAST PERFORMANCE REPORT		
1. Contractor Name and Address:(Identify Division)	2. Contract Number:_____ 3. Contract Value (Base Plus Options):_____ 4. Contract Award Date:_____ Contract Completion Date: _____	
5. Type of Contract (e.g., Firm Fixed Price, Cost Plus Fixed Fee):		
6. Description of Requirement:		
7. Ratings. Summarize Contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.		
Quality of Service	Comments	0 1 2 3 4
Cost Control	Comments	0 1 2 3 4
Timeliness of Performance	Comments	0 1 2 3 4
Business Relations	Comments	0 1 2 3 4
7. Would you select this firm again? Please explain.		
8. Name & Title:	Signature	
Phone/FAX/Internet Address:	Date	